

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Burson-Marsteller LLC

2. Registration No.

6223

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☒ To correct a deficiency in☒ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (*specify*) _____☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Engagement letter with Bahamas Chamber of Commerce and Employers' Confederation

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

July 03, 2014

/s/ Natalia Mannucci

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.



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**Coalition for Responsible Taxation/Burson-Marsteller
Engagement Letter
Communications Strategy - Bahamas VAT Issue and Fiscal Reforms**

April 16th, 2014

Mr. Robert Myers
Co-Chair
Bahamas Chamber of Commerce and Employers' Confederation
Coalition for Responsible Taxation (CRT)
PO Box N-665
Nassau, New Providence
Bahamas

Dear Mr. Myers:

This letter outlines the role, scope of work, expected output and specific financial and billing terms of Burson-Marsteller LLC ("B-M") for the services specified below to be rendered to BCCEC Coalition for Responsible Taxation ("Client") which commences on May 6th and continues through August 7th, 2014.

Scope of Work:

During the term of this engagement, B-M will provide Client with the following professional services:

Phase I – Internal and External Research (May 6th to May 28th)

B-M will develop a thought leadership platform that allows Client to influence fiscal reform in the Bahamas and have its voice heard on the topic, with a strategy that includes the design of a unified message platform, creation of a strategic stakeholder engagement plan, and real-time monitoring, among other tactics.

Strategy Session

As a first step, Burson-Marsteller will conduct a strategy session with key members (leadership) of the Coalition for Responsible Taxation team in order to perform a comprehensive audit. The agency will evaluate all communication processes, identify strengths and vulnerabilities, key messages, and evaluate how the Coalition is using different channels of communication.

Before the session, Burson-Marsteller will run a monitoring (traditional and digital media) in order to be aware of the media coverage around the tax issue in the Bahamas. Then, after the



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session, the agency will deliver a complete report including conclusions, recommendations and a comprehensive communication plan tailored to the Coalition.

The strategy session and the final report will flow according to the following agenda:

1. Stakeholder Map

Burson-Marsteller and the client will identify key stakeholders (e.g. Government officials, consumer groups, academics, political leaders, third-party allies, media, etc.) including their position and interests regarding the VAT issue and fiscal reforms. This information will help the agency to design a messaging strategy for each group.

2. Coalition Strengths

This exercise will help Burson-Marsteller to evaluate the Coalition's capacity to resist pressure from the VAT issue and fiscal reforms that have been under discussion during the past months. This evaluation will help us to build a communication plan based on the advantages that the Coalition may have.

3. Coalition Vulnerabilities

Through this section of the strategy session, Burson-Marsteller will find the degree to which the Coalition is susceptible to be harmed from the VAT issue and fiscal reforms. These elements will help the agency to build a communication shield as part of the communication plan.

4. Current and Desired Perception of Coalition

We understand perception as the process by which individuals or stakeholders select, organize and interpret inputs to give meaning and order to a particular issue around them. At the same time, Perception Management is an important piece of Burson-Marsteller's methodology, so it is key for the agency to know where the Coalition is and where it wants to be by the end of the tax reform process. For this reason, during the strategy session, Burson-Marsteller and the client will identify the list of perceptions that describes the current and desired mindset around the Coalition.

5. Key messages

Burson-Marsteller uses a Message House format, to draft clear, coherent and credible messages. During the strategy session, Burson-Marsteller will explain to the team how the Message House works, and the agency will conduct an exercise in order to create the best set of messages for the Coalition.

6. Deliverables from the Strategy Session: Communication Plan

- a) Conclusions and Recommendations
- b) Stakeholder Map
- c) Media Baseline (Traditional and Digital Media)
- d) SWOT Analysis
- e) Message Platform



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Actions and deliverables:

- Strategy session
- SWOT analysis
- Interviews with Coalition leadership
- Evaluation of strengths and vulnerabilities
- Messaging session
- Coverage of tax issue and fiscal reform in traditional and digital media
- Stakeholder mapping
- Campaign strategy to achieve agreed objectives

Phase II - Strategic Counsel and Media Activation (May 29th to August 29th)

B-M will provide strategic counsel to effectively address the VAT situation and fiscal reforms, leverage opportunities; it will facilitate the Coalition in the creation of thought leadership position, leveraging opportunities, gaining influential allies, and will provide tactical advice and implementation support.

As well as supporting the production of traditional media and providing copy of articles/letters, B-M will also work with the Coalition for Responsible Taxation and its media providers to design a high-impact digital activation plan, focused on all forms of print, media and digital channels, to reach and influence greater segments of the Bahamian population.

Actions and deliverables:

- SMS campaigns - "text messaging"
- MMS campaigns - "picture/video/audio messaging"
- Interactive SMS/MMS
- Mobile optimized websites
- Voting/polling
- Key messages for social media distribution
- Media monitoring

The digital strategy will also help to identify and join existing conversations on social media platforms in order to raise the Coalition's visibility and place it prominently within the tax reform discussion.

To measure success, B-M will use qualitative and quantifiable performance indicators to track engagement, positive exposure, efficacy of messaging and impact levels among target audiences.

Note: These actions do not include actual implementation of a digital strategy, which will be carried out by a third-party vendor of the client's choice. B-M will work together with said vendor to provide counsel and align all activities. The budget and payment for said implementation will be handled directly by the client.



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Financial Terms:

- Professional fees for Phase I actions and deliverables outlined above will be a total non-reconcilable fee in the amount of \$25,000 and will be billed in three installments per the billing terms below. The total professional fee budget is divided for billing purposes only. It is understood that the actual value of services per month may vary based on the specific services needed in each month.
- Professional services to be rendered under Phase II of the Scope of Work will be invoiced to Client as incurred at B-M's standard hourly rates (attached as exhibit A)
- All expenses such as, postage, messenger, long distance telephone charges, photography, travel and related expenses and 3rd party vendor invoices will be billed in addition to the fees. (note: production related 3rd party vendor costs will bear a commission of 17.65%).
- Travel expenses are not included and will be invoiced separately. Client also has the option to pay for such expenses directly
- It is clearly understood that all dollar amounts indicated in this engagement letter are to be billed and paid in US Dollars and are net of any withholding Taxes or other applicable country taxes. It is further understood that all such taxes, including but not limited to VAT/Sales Taxes applicable in each country are the sole responsibility of Client and will be added to all dollar amounts indicated in this letter. The cost of any variances in exchange rates shall be borne by the Client.

Billing/Payment Terms:

- The first Phase I's professional fee installment of \$10,000 will be invoiced to you immediately and must be paid prior to the commencement of services. The second professional fee invoice in the amount of \$10,000 will be sent on May 19th and the third professional fee invoice in the amount of \$5,000 when the final report from the Strategy Meeting is delivered to the Client.
- Professional fees for Phase II will be billed on or about the first week of each month, B-M will send Client an invoice for all charges (professional fees and expenses) incurred in providing the services requested by Client during the previous month.
- Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis (e.g. telephone, fax, photography, etc.). Supporting documentation will be available for review at your request.
- Weekly status reports will be sent to the Client with the details of the activities, deliverables and next steps.

Except as may otherwise be noted above, payment on all invoices is due within 15 days of each invoice date, unless advance payments to third parties are required. In the case of advance



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payments to third parties, you agree to pay us immediately upon presentation to you of any such third party invoice.

If Client fails to make any payment due under this engagement within 15 days after it is due, B-M reserves the right to charge, in addition to the amount due, interest thereon at the prevailing treasury rate as of the due date of such payment.

B-M reserve the right, at its sole discretion, to not commence or continue any services under this engagement if Client fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should B-M exercise its right hereunder, B-M shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from us exercising such right.

The term of this Agreement shall commence as of May 6th, 2014 and continues until either party terminates it by giving fifteen (15) days prior written notice. Client shall pay all fees, charges and expenses incurred by B-M hereunder or under any Engagement Letter entered into in connection herewith up to the effective date of such termination.

Any work beyond the scope of work outlined in this engagement letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written agreement of both parties.

B-M shall take reasonable steps to ensure that information or materials Client specifically designates in writing as proprietary or confidential information ("Confidential Information") supplied by Client to B-M is not disclosed to any third party. Confidential Information does not include information known to B-M prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. B-M shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally obliged to do so after notice to Client. In the course of performing the services required of B-M hereunder, B-M may disclose Confidential Information as Client shall have approved for disclosure.

Subject to any third party rights in licensed elements, Client shall be sole owner of all rights in and to materials developed and produced solely by B-M on Client's behalf, provided Client has paid all invoices due and owing to B-M pursuant to this engagement, other than amounts subject to a good faith dispute. Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement with respect to such third party materials.

B-M may use Client's name and any non-confidential materials produced hereunder in B-M's portfolio, on B-M's web site, intranet, and for internal and trade purposes. B-M will be required to obtain Client's advance approval to utilize Client's trademarks or any Client materials or information to be in press releases, B-M brochures, or submission for awards.



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The terms and conditions set forth herein shall be governed and construed in accordance with the laws of the state of Florida, U.S.A. without regard to its conflicts of law principals. The parties hereto submit to any state or federal court in Miami, FL as the exclusive jurisdiction for any actions arising under this Agreement or as a result of any relationship among the parties. The prevailing party in any action shall be entitled to reimbursement by the non-prevailing party of reasonable legal fees and expenses incurred in bringing any such action.

Neither party shall be liable for any direct or indirect, special or consequential damages whatsoever arising out of this Agreement even if the party has been advised of the possibility of such damages.

It is understood and agreed that B-M cannot undertake to verify the facts supplied to us by Client or factual matters included in material prepared by us which will be Client's responsibility. Client agrees to indemnify and hold B-M harmless from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees) which B-M may incur based upon information, representations, reports, data, or releases furnished or approved by or at the direction of Client for use or release by B-M, or in connection with any publicity or other materials prepared or placed by B-M for Client; or any alleged or actual defects in Client's products or services (including, without limitation, any claim for bodily injury or death); or allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party. Client agrees to reimburse B-M for any expenses incurred by B-M in connection with any litigation, governmental inquiry or other action, commenced or threatened against Client. It is understood and agreed that B-M has no control over information once it has been issued to another third party. B-M cannot assure the use of any material by any medium, print or electronic, nor the accuracy of what any third party publishes. Client's obligations hereunder include payment by Client to B-M for all time charges and expenses (including reasonable attorney's fees and expenses) incurred by B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees in connection with any subpoena, discovery demand or other directive having the force of law or governmental inquiry to which Client does not object, served upon B-M, its parent company, affiliates, subsidiaries and their respective directors, officers, shareholders and employees that relates to Client, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

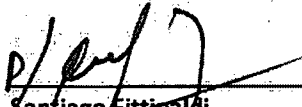
Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one original signed copy of this letter.

Yours sincerely,



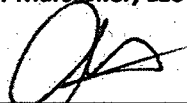
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Burson-Marsteller, LLC


Santiago Fittipaldi
Director

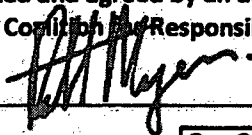
Date: 30-Apr-2014

Burson-Marsteller, LLC


Natalia Mannucci
Business Manager

Date: 4/30/14

Accepted and agreed by an authorized representative of:
BCCEC Coalition for Responsible Taxation

By: 

Date: 29th April 2014

Title: Co-Chairman

B-M Internal Use Only

Project Code No: _____



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**EXHIBIT A
BURSON-MARSTELLER
2014 HOURLY BILLING RATE CHART (USD)**

<u>TITLE</u>	<u>HOURLY RATE</u>
Chief Executive	\$ 525.00
Managing Director	\$ 395.00
Director	\$ 315.00
Manager	\$ 265.00
Senior Associate	\$ 210.00
Associate	\$ 160.00
Client Executive	\$ 135.00
Client Staff Assistant	\$ 85.00